

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing The City Manager To Execute A Consulting Services Agreement With The Architectural Planning Firm Of Fletcher Farr Ayotte PC To Develop A Library Facilities Master Plan As Recommended By The Lodi Public Library Board Of Trustees (\$60,000)

MEETING DATE: June 20, 2001

PREPARED BY: Library Services Director

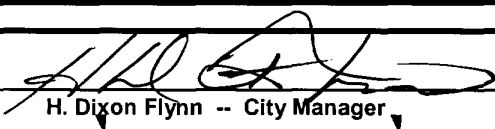
RECOMMENDED ACTION: That the City Council authorize the city manager to execute a consulting services agreement with the architectural planning firm of Fletcher Farr Ayotte PC to develop a Library Facilities Master Plan for the City of Lodi as recommended by the Lodi Public Library Board of Trustees

BACKGROUND INFORMATION: In Fall 1999 the Library Board of Trustees contracted with Kathy Page of Kathryn Page Associates to prepare a preliminary space needs assessment for the existing library facility on Locust Street. Her findings were reviewed and discussed at a special planning meeting of the Library Board of Trustees held in September 2000. Following that meeting the Library Board of Trustees directed library administration to create a Request for Qualifications for soliciting Statements of Qualification from architectural planning firms to develop a long range Library Facilities Master Plan. Following the receipt of Statements of Qualification the interview panel selected the architectural firm of Fletcher Farr Ayotte PC and library administration has developed a scope of work for the project. At their May 21, 2001 meeting the Library Board of Trustees passed a recommendation that the contract for the master plan be awarded to FFA and authorized the expenditure of \$50,000 from the Private Sector Trust Fund towards payment of the contract.

In March 2000 the Public Library Construction and Renovation Bond Act (Proposition 14) was passed. The Act provides funding on a matching basis (35% local-65% state) to library jurisdictions for construction projects that meet the Act's criteria. The application for funding through the Act will include a section on community input and needs assessment. If a project proposed in the Library Facilities Master Plan is suitable for submitting an application for construction moneys, the needs assessment information will enhance Lodi Public Library's chances of submitting a successful application.

The plan will determine the community needs for library services and provide information about future space needs for Lodi Public Library facilities by establishing standards for facility size and making recommendations for achieving standards. Proposed activities include a thorough evaluation of existing library resources encompassing buildings, collections and space. The plan will identify library capital building projects while recommending interim solutions for library service if projects are implemented. Estimated costs for all aspects of all projects recommended will be provided with a timeline for implementation.

APPROVED: _____


H. Dixon Flynn -- City Manager

Adopt Resolution Authorizing The City Manager To Execute A Consulting Services Agreement With The Architectural Planning Firm Of Fletcher
Farr Ayotte PC To Develop A Library Facilities Master Plan As Recommended By The Lodi Public Library Board Of Trustees (\$60,000)
June 6, 2001
Page Two

FUNDING:	Impact Fees	\$60,000
	Private Sector Trust Fund	<u>50,000</u>
		\$100,000

Funding Approval: *Ruby R. Paiete for*
Vicky McAttee, Finance Director

Nancy C. Martinez
Nancy C. Martinez
Library Services Director

CONSULTING SERVICES AGREEMENT

Fletcher Farr Ayotte PC
Billing Address
708 SW Third Avenue Suite 200
Portland, OR 97204
(503) 222-1661

This Consulting Services Agreement is made between **Fletcher Farr Ayotte PC** (hereinafter FFA) and City of Lodi, Lodi Public Library, whose place of business is located at 201 W. Locust Street , Lodi, CA 95240 (hereinafter "CLIENT") for a Project generally described as a Library Facilities Master Plan. This contract shall become effective on the date at which every party has signed this contract and shall end not later than December 31, 2001. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

I. SCOPE AND QUALITY OF CONSULTING SERVICES

FFA will develop a Library Facilities Master Plan for the Client as described in exhibit "A" attached and by reference made a part of this agreement. . This work may include but is not limited to the following:

- Determine community needs for library service
- Provide detailed information about future space needs for Lodi Public Library facilities
- Evaluate existing resources
- Establish standards for space and make recommendations for achieving standards
- Identify library capital building projects
- Recommend interim solutions for library service as a capital campaign is implemented

This work will be at the Direction of the Lodi Public Library with task memos utilized to define consultant hours and required assistance. FFA shall render its services in accordance with generally accepted professional practices. FFA shall, to the best of its knowledge and belief, comply with applicable laws, ordinances, codes, rules, regulations, permits and other published requirements in effect on the date this Agreement is signed.

II. COMPENSATION AND REIMBURSEMENT OF COSTS

Services provided and costs incurred (with the exception of travel, food and lodging expenses) by FFA under this Agreement will be compensated according to the information included in Exhibit "A"

CLIENT shall pay all out-of-pocket travel, food, lodging and incidental expenses incurred by FFA that are reasonably associated with the provision of services under this Agreement. These expenses will be compensated for by the CLIENT at their cost to FFA. FFA will keep receipts for such expenses in compliance with IRS requirements. These receipts will be available to CLIENT for inspection upon request.

All invoices sent by FFA to CLIENT shall be paid within thirty (30) days of receipt. If CLIENT fails to pay any invoice within thirty (30) days and such failure continues ten (10) days after FFA gives CLIENT notice of such failure, FFA shall have the right to terminate this Agreement immediately without liability to CLIENT. The right to terminate under the terms of this section shall be in addition to all other legal, equitable, or contractual remedies available to FFA.

III. TERMS & CONDITIONS OF CONSULTING SERVICES AGREEMENT

1. **Timing of Work.** FFA shall commence work as specified by the Library Services Director and in accordance with a mutually derived schedule of activities.

2. **Access to Facilities and Property.** The CLIENT will make its facilities accessible to FFA as required for FFA's performance of its services. CLIENT will be responsible for all acts of CLIENT's agents or personnel.

3. **Relationship of Parties, No Third-Party Beneficiaries.** FFA is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. **Costs.** The costs for FFA's services and the services of their independent contractors shall be those itemized in Exhibit "B." FFA may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by CLIENT. Subcontractors will be billed to CLIENT at their cost to FFA. The approved independent contractors under this agreement with FFA are itemized in Exhibit "B."

5. **Mutual Indemnification.** FFA agrees to indemnify and hold harmless CLIENT and its elected and appointed council, boards commissions, officers and employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of CLIENT, FFA, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of FFA or others with whom FFA contracts ("Agents") in the performance of its work pursuant to or in connection with this Agreement to the extent of FFA's or "Agents" proportionate negligence, if any.

CLIENT agrees to indemnify and hold harmless FFA and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including without limitation, court costs, expenses and reasonable attorneys' fees) arising out of injury to person(s) or damage to property (including, without limitation, property of CLIENT, FFA, and their respective employees, agents, licensees and representatives) in any manner caused by the negligent acts or omissions of CLIENT or other(s) with whom CLIENT contracts ("CLIENT's agents") to perform work pursuant to or in connection with this Agreement, to the extent of CLIENT's or CLIENT's agents proportionate negligence, if any.

6. **Limitation of Liability.** The parties liability hereunder shall be limited as follows: (a) for insured liabilities arising out of either parties negligence, to the amount of insurance then available to fund any settlement, award, or verdict; (b) for uninsured liabilities, to 50 percent (50%) of the fee earned by FFA under this Agreement. In no event shall either parties liabilities exceed the aforementioned limits of liability.

Each party's liability for damages provided under this Agreement shall be limited to liability for direct damages and shall in no event include liability for the other party's or their respective agents or employees remote, punitive, consequential or indirect damages for lost profits, loss of use, lost opportunity, financing, interest expense, business interruption or productivity or production loss, regardless of the breach of contract, breach of warranty, tort (including negligence), strict liability, or otherwise.

7. **Delays.** FFA will not be liable to CLIENT for delays in performance under this Agreement or for the direct or indirect cost resulting from delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions, natural catastrophes or other events or

occurrences beyond control of FFA. In the event CLIENT suspends or interrupts the services of FFA for the convenience of CLIENT, an equitable adjustment in the project's schedule and in compensation to FFA will be made.

8. Data, Documents and Records. FFA shall be entitled to rely upon the accuracy and completeness of all data furnished by CLIENT to FFA that is used by FFA in the providing of services under this Agreement. FFA has the right to retain and use all data furnished to it and all plans, designs, specifications and other work product created by FFA in providing services hereunder.

9. Ownership and Use of Documents and Electronic Media Deliverables. All completed reports and other data or documents provided or prepared by FFA in accordance with this Agreement are the property of CLIENT, and may be used by CLIENT. Ownership shall transfer to CLIENT only if FFA has been paid in full for services under the terms of this Agreement. CLIENT agrees that materials provided will only be used for the City of Lodi. CLIENT shall release, defend, indemnify and hold harmless FFA from all claims, costs, expenses, damage, or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications, or other work product prepared by FFA except use by CLIENT on those portions of the project for which such items were prepared.

10. Resolution of Disputes, Attorneys' Fees. This contract shall be governed and construed in accordance with the laws of the State of California. The law of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

11. Termination of Agreement. Either FFA or CLIENT may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed herein. In the event CLIENT terminates this agreement, CLIENT specifically agrees to pay FFA for all services rendered through the termination date.

12. Integration, Modification and Severability. This Agreement, including all Addenda, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This is the entire agreement between the parties, there are no other agreements or representations not set forth herein, and this Agreement incorporates and supersedes all prior negotiations, agreements, and representations. This Agreement may not be modified except in writing signed by an authorized representative of each party. If any provision of this Agreement is deemed by law to be void, invalid or inoperative for any reason, or any phrase or clause within such provision is deemed by law to be void, invalid or inoperative, that phrase, clause or provision shall be deemed modified to the extent necessary to make it valid and operative, or, if it cannot be so modified, then such phrase, clause or provision shall be deemed severed from this Agreement with the remaining phrases, clauses and provisions continuing in full force and effect as if the Agreement had been signed with the void, invalid or inoperative portions so modified or eliminated. In addition, a phrase, clause or provision shall be substituted which is consistent with the intent of this Agreement and the severed phrase, clause or provision.

13. Notices. All notices, requests, demands, and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by facsimile (with a hard copy mailed), or, when sent by a courier or express service guaranteeing overnight delivery to the receiving party.

Notices to FFA shall be delivered to:

Fletcher Farr Ayotte PC.
708 SW Third Avenue Suite 200
Portland, OR 97204
ATTN: Paul Strassmaier
Facsimile: 503-222-1701

Notices to CLIENT shall be delivered to:

Lodi Public Library
201 W. Locust Street
Lodi, California 95240
ATTN: Nancy Martinez
Facsimile: 209-367-5944

14. Headings, Assignment and Waiver. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver by any party of any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

15. Execution of Agreement. The parties agree that the language in this Agreement pertaining to Indemnification, Limitations of Liability and Insurance are clear and unambiguous and were mutually negotiated by the parties.

Fletcher Farr Ayotte PC.

By: _____

Title: Principal _____

Date: _____

CITY OF LODI

By _____

Title: CITY MANAGER _____

Date: _____

APPROVED AS TO FORM:

By: 
Randall A. Hays, City Attorney

By: _____

Title: President, Library Board of
Trustees

Date: _____

ATTEST:

By: _____
Susan Blackston, City Clerk



Lodi Public Library
Master Facilities Plan
June 6, 2001

SCOPE OF SERVICES - EXHIBIT A

SERVICES INCLUDED IN THE FFA DESIGN TEAM WORK SCOPE:

The following items are included in the scope of the design team's basic services. This is not an inclusive list of design tasks; these items have been detailed so that the scope of design services is clarified.

1. **Review of existing building conditions.** FFA will investigate conditions in the existing building as required to complete the library facilities master plan. These investigations will not include any review that requires destructive testing of the building, laboratory testing of building materials, or investigations of potentially hazardous materials.
2. **Public presentations.** FFA will lead (3) public presentations during the library facilities master plan phase of the project. (2) Public "Town Hall" meetings for public input. (1) Public "Open House" to present the library facilities master plan intent.
3. **Planning Meetings.** FFA will lead (8) meetings with the Owner and design committee to develop the library facilities master plan.
4. **Community focus groups.** FFA will lead community focus group meetings. Focus group meetings will occur in conjunction with planning meetings to maximize project development and minimize travel expense.
5. **User group surveys.** Preparation of user group surveys to gauge public needs and desires.
6. **Cost estimating.** FFA and the cost estimating consultant will provide a draft and final estimates of the proposed library facilities master plan, which details preliminary construction cost information. The cost estimates will include standard rates of inflation to show projected costs for each phase of the project. The cost estimate will also individually address the following four groups
 1. **Building and Site.** Construction and site work for proposed new library structure(s) and remodel of existing library building
 2. **ADA compliance costs.** Projected percentage of construction cost for the correction of ADA issues.
 3. **Real Estate.** Projected land cost for possible new library locations.
 4. **Leasing and Moving.** Cost of leasing temporary library space while the existing library is under remodel construction. Cost for moving the collection and furnishings into a temporary facility and/or storage and then returning the collection to the newly remodeled library or new library facilities.
7. **Programming.** FFA and Dallas Shaffer will provide analysis of the library system needs and program for the requirements to provide library services to the community in the future. Comparative analysis of industry and California standards for space allocations and collections.
8. **New facilities.** FFA will provide planning surveys, site evaluations or comparative studies of prospective sites including local real estate cost. Investigate potential sites based on information gathered in public meetings, design committee, and community focus groups.
9. **Existing conditions.** FFA will provide services to investigate condition of the existing library facility. Investigate legal status and zoning of current site. Investigate existing building facilities and site review (structural, electrical and mechanical systems.) Establish feasibility of expanding the existing library. Study

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existing site location, parking, vehicular and pedestrian patron usage patterns and incorporate results into library master plan report.

10. **ADA compliance survey.** FFA will investigate existing library building and account for compliance with the Americans Disabilities Act in any new facilities proposed in the library facilities master plan report.
11. **Graphical representations.** FFA will provide space adjacency diagrams, conceptual site and floor plans and vignette sketches.
12. **Master Plan report.** FFA will prepare and present the library facilities master plan report to outline the direction for delivering library services to Lodi, California. This report will include hazardous material surveys as provided by the City of Lodi. This report will include the program, raw data, summaries of collected data, cost estimate, surveys, and graphical representations.

SERVICES NOT INCLUDED IN THE FFA DESIGN TEAM WORK SCOPE:

The following items are excluded from the FFA scope of work for basic services. If the Architect and City of Lodi determine that the following items or other additional services are required by the conditions of the project, those items will be added to the Architect's services and compensation. The City of Lodi will review and approve all additional services requests.

1. **Environmental site analysis.** Services to provide site investigation to determine the presence of potential hazardous materials.
2. **Building hazardous materials analysis.** Services to provide building investigation to determine the presence of potential hazardous materials.
3. **Artist/artworks and donor recognition program coordination and design.** It is likely that the preliminary nature of this work would not involve these services.
4. **Physical or computer generated models.** Services to provide physical scale model of the building and/or site design. Services to provide computer generated 3-dimensional images of the building (interior and exterior) and site.
5. **Perspective.** A color perspective to further illustrate the library facilities master plan to the public
6. **Review of additional buildings.** Services to provide detailed (architectural, "engineering") evaluation of additional existing buildings for the new library program.

PROJECT ASSUMPTIONS

This proposal is based on the following assumptions:

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- The proposed fees assume services as described in the attached Personal Services Contract prepared by the City of Lodi.
- Surveying and Geotechnical Engineering services will be provided by others.
- Necessary testing and inspections during the future construction will be provided by others.

PRELIMINARY PROJECT SCHEDULE

Project Initiation	8 weeks
Program Review	4 weeks
Conceptual Design	13 weeks
Total	25 weeks



Lodi Public Library
Master Facilities Plan
June 6, 2001

OUTLINE OF DESIGN SERVICES FEES - EXHIBIT B

1. Fletcher Farr Ayotte (FFA)	
• (8) trips to Lodi (Design Committee meetings, library staff meetings, public meetings and presentations, etc.) @ \$3,688 each:	\$29,500
• Design, coordination, needs assessment and surveys analysis, meeting minutes, draft and final reports preparation, etc.:	\$36,000
2. Architectural Cost Consultants	
• Existing facilities cost analysis, new facilities cost analysis, consultation with FFA:	\$ 5,000
3. Dallas Shaffer, Library Consultant	
• Library staff and public meetings, space needs analysis and recommendations, consultation with and review of FFA documents:	\$16,250
4. Wenell Mattheis Bowe (WMB)	
• Design Committee meetings, public meetings, review of existing building conditions and report, coordination with appraiser and site(s) selection, investigation of leasing with City of Lodi Economic Development:	\$12,250
5. WMB Consultants	
• Structural Engineer: Siegfried Engineering:	\$ 4,000
• Mechanical Engineer: Alexander Scheflo & Assoc.:	\$ 2,000
• Electrical Engineer: AC Systems Engineering:	\$ 3,000
• Appraiser: DRS Real Estate Appraisers	\$ 2,000
• Total, WMB Consultants:	\$11,000
Total Fee, FFA and all Consultants:	\$110,000

Reimbursable expenses are in addition to the above fee and are estimated at 7% of the total fee.

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RESOLUTION NO. 2001-159

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A CONSULTING SERVICES
AGREEMENT WITH FLETCHER FARR AYOTTE PC TO DEVELOP A
LIBRARY FACILITIES MASTER PLAN AS RECOMMENDED BY THE
LODI PUBLIC LIBRARY BOARD OF TRUSTEES

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NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby
authorize the City Manager to execute a Consulting Services Agreement with Fletcher Farr
Ayotte PC to develop a Library Facilities Master Plan as recommended by the Lodi Public
Library Board of Trustees, in an amount not to exceed \$60,000.00.

Dated: June 20, 2001

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I hereby certify that Resolution No. 2001-159 was passed and adopted by the Lodi
City Council in a regular meeting held June 20, 2001 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land, Pennino and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk

filed 6.2.20

Lodi Public Library

Library Facilities Master Plan

Library Facilities Master Plan

■ Preliminary Steps

- Long Range Planning Process - 1999**

- Energy Audit - 1999**

- Library Construction Bond Act- 2000**

- Space Needs Assessment - 2000**

Library Facilities Master Plan

Space Needs Findings	FY2000	Ratio	FY2020	Ratio
Population	55,800		75,000	
Books	133,000	2.4 / cap	206,250	2.75 /cap
Media	2,800	2%	20,625	10%
Seating	162	2.9/1000	300-375	5/1,000
Parking	31+street	1/900 sf	180-300	1/250 sf
Building	31500 sf	.56/cap	75,000 sf	1.0/cap

Library Facilities Master Plan

- Request for Qualifications created
- Shortlist Interviewed
- Fletcher Farr Ayotte PC selected
- Scope of Work and Contract Negotiated

Library Facilities Master Plan

■ The Team

- Fletcher Farr Ayotte**
- Wenell Mattheis Bowe**
- Dallas Shaffer**

■ The City Team

- Library Director**
- Library Trustee**
- Community Dev
Director**
- Public Works**
- Library Consultant**

Library Facilities Master Plan

- Community Needs Assessment
 - Focus Groups
- Evaluation of Existing Facilities & Services
 - HVAC
 - Parking
 - Collection
- Creation of Service Standards for Lodi
- Evaluation of Potential Service Sites

Library Facilities Master Plan

- Proposed Plan for Future Facilities & Library Services
- Phased Implementation Schedule
- Cost Estimates for Implementation of the Plan
 - Buildings
 - Staffing
 - Moving
 - Collection